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14 Attorneys for Plaintiff
15 PATAGONIA, INC.

16 **UNITED STATES DISTRICT COURT**
17 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION – LOS ANGELES**

19 PATAGONIA, INC.,

20 Plaintiff,

21 v.

22 T-SHIRT AT FASHION LLC,
23 MYLOCKER.COM LLC,
24 TEEHERIVAR, LEAF GROUP LTD.
25 DBA SOCIETY6, GEARBUBBLE
26 INC, DAVIDLOSHIRT, TEE JEEP
27 SHIRT, and SHIRTFORMULA,

28 Defendants.

Case No. 2:22-cv-07404

**COMPLAINT FOR TRADEMARK
INFRINGEMENT, UNFAIR
COMPETITION, DILUTION,
COPYRIGHT INFRINGEMENT**

JURY TRIAL DEMAND

29 This lawsuit is necessary to stop defendants from copying Patagonia's famous
30 logo onto T shirts, hoodies, sweatshirts, and pillows, among other products, and
31 offering them for sale on websites. Defendants all are retailers who offer, promote,
32 and sell apparel and other products to consumers and resellers; they fulfill orders by
33 manufacturing and/or printing specific quantities of such products that are
34 requested, operating as "print-on-demand" businesses. Within their print-on-
35 demand product lines, Defendants advertise, offer, produce, and sell counterfeit

1 Patagonia products to unknowing consumers, and to resellers who seek to profit
2 from counterfeit sales. These are examples:

3 4 T-SHIRT AT FASHION LLC



17 18 MYLOCKER.COM LLC



TEEHERIVAR



LEAF GROUP LTD. DBA SOCIETY6



GEARBUBBLE



DAVIDLOSHIRT



TEE JEEP SHIRT



SHIRTFORMULA



1 Some of the Defendants create multiple e-commerce stores operating under
 2 different seller aliases which share unique identifiers, in order to conceal their
 3 identities and the full scope of their counterfeiting operation. To stop this profligate
 4 counterfeiting of Patagonia's iconic trademark and prevent further damage to
 5 Patagonia and its brand, Patagonia alleges as follows:

6 **PARTIES, JURISDICTION, AND VENUE**

7 1. Patagonia, Inc. ("Patagonia") is a California corporation headquartered
 8 at 259 West Santa Clara Street, Ventura, California 93001. Patagonia has been
 9 designing, developing, marketing, and selling outdoor apparel, accessories, and
 10 active sportswear for nearly fifty years. Patagonia's PATAGONIA brand and P-6
 11 logo are famous in the United States and around the world, and instantly recognized
 12 by consumers as a symbol of innovative apparel designs, quality products, and
 13 environmental and corporate responsibility.

14 2. Defendant T-shirt AT Fashion LLC ("T-shirt AT Fashion") is an online
 15 seller with unknown corporate status dba T-shirt AT Fashion LLC at [https://t-](https://t-shirtat.com)
 16 [shirtat.com](https://t-shirtat.com), using 16085 NW 52nd Avenue, Miami Gardens, FL 33014 as its
 17 address and support@t-shirtat.com as its email address. T-shirt AT Fashion
 18 operates multiple e-commerce stores under different seller aliases, identified in
 19 **Exhibit A**, through which it offers, promotes, and sells counterfeit Patagonia
 20 products online throughout the country.

21 3. Defendant MyLocker.com LLC ("MyLocker") is a corporation with its
 22 principal place of business located at 1300 Rosa Parks Blvd., Detroit, MI 48216.
 23 MyLocker offers, promotes, and sells counterfeit Patagonia products online
 24 throughout the country.

25 4. Defendant TeeHerivar is an online seller with unknown corporate status
 26 dba TeeHerivar at <https://teeherivar.com>, using 1322 Bushwick Ave, Brooklyn, NY
 27 11207 as its address and support@teeherivar.com as its email address. TeeHerivar
 28 offers, promotes, and sells counterfeit Patagonia products online throughout the

1 country.

2 5. Defendant Leaf Group Ltd. dba Society6 (“Society6”) is a Delaware
3 corporation with its principal place of business located at 1655 26th Street, Santa
4 Monica, CA 90404. Society6 offers, promotes, and sells counterfeit Patagonia
5 products online throughout the country.

6 6. Defendant Gearbubble Inc. (“Gearbubble”) is a Nevada corporation
7 with its principal place of business at 7000 Smoke Ranch Road, Las Vegas, NV
8 89128. Gearbubble offers, promotes, and sells counterfeit Patagonia products online
9 throughout the country.

10 7. Defendant Davidloshirt is an online seller with unknown corporate
11 status dba Davidloshirt at <https://davidloshirt.com>, using 3501 Jack Northrop Ave
12 Suite #VX485 Hawthorne, CA 90250 as its address and davidloshirt@gmail.com as
13 its email address. Davidloshirt offers, promotes, and sells counterfeit Patagonia
14 products online throughout the country.

15 8. Defendant Tee Jeep Shirt is an online seller with unknown corporate
16 status dba Tee Jeep Shirt at <https://teejeepshirt.com>, using 400 Rella Blvd., Suite
17 206, Montebello, NY 10901 as its address and sp.moteesfe@gmail.com as its email
18 address. Tee Jeep Shirt offers, promotes, and sells counterfeit Patagonia products
19 online throughout the country.

20 9. Defendant Shirtformula is an online seller with unknown corporate
21 status dba Shirtformula at <https://shirtformula.com>, using 4231 Fairhope Dr,
22 Indianapolis, IN 46237 as its address and support@bizticket.net as its email address.
23 Shirtformula offers, promotes, and sells counterfeit Patagonia products online
24 throughout the country.

25 10. Patagonia’s trademark claims arise under the Trademark Act of 1946
26 (the Lanham Act), as amended by the Trademark Dilution Revision Act of 2006
27 (15 U.S.C. §§ 1051, *et seq.*). Patagonia’s claims for copyright infringement arise
28 from all defendants’ infringement of Patagonia’s exclusive rights under the United

1 States Copyright Act (17 U.S.C. §§ 101, *et seq.*). This Court has jurisdiction over
 2 such claims pursuant to 28 U.S.C. §§ 1338(a) and 1338(b) (trademark and unfair
 3 competition), 17 U.S.C. § 501 (copyright), 28 U.S.C. § 1331 (federal question), and
 4 15 U.S.C. § 1121 (Lanham Act). This Court has jurisdiction over the state law
 5 claims under 28 U.S.C. § 1367 (supplemental jurisdiction) and 28 U.S.C. § 1332
 6 (diversity).

7 11. This Court has personal jurisdiction over Defendants because
 8 Defendants have purposefully availed themselves of the privilege of doing business
 9 in this district. Defendants sell and ship their infringing products to customers in
 10 this district. Defendants advertise and promote their infringing products to
 11 purchasers in California and this district through shopping platforms and websites
 12 which are all accessible to residents of this district. Defendants also have directed
 13 their conduct into this district, including individually targeting Patagonia, a
 14 corporation they know has its principal place of business in this district, by
 15 infringing Patagonia's trademarks and copyrights.

16 12. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and 1400(a)
 17 because Defendants infringe Patagonia's intellectual property in this district,
 18 transact business in this district, and a substantial part of the events giving rise to the
 19 claims asserted arose in this district.

20 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

21 **Patagonia's History**

22 13. Patagonia was founded in the late 1960s to design and sell climbing
 23 clothes and other active sportswear. The company adopted the brand
 24 "PATAGONIA" to differentiate a related business that designed and manufactured
 25 climbing gear and tools. PATAGONIA was chosen as the trademark to call to mind
 26 romantic visions of glaciers tumbling into fjords, jagged windswept peaks, gauchos,
 27 and condors. Since at least 1973, the PATAGONIA brand has appeared on a multi-
 28 colored label inspired by a silhouette of the jagged peaks of the Mt. Fitz Roy skyline

1 (the “P-6 logo”).




2 14. In the fifty years since Patagonia’s PATAGONIA business started, the
3 PATAGONIA brand and its P-6 logo have become among the most identifiable
4 brands in the world. Patagonia’s products now include a wide range of apparel
5 products and equipment, including technical products designed for climbing, skiing
6 and snowboarding, surfing, fly fishing, and trail running, as well as fleece, T shirts,
7 hoodies and sweatshirts which are sold around the world.

8 15. Over the years, Patagonia has been recognized and honored for its
9 business initiatives, including receiving the Sustainable Business Counsel’s first
10 “Lifetime Achievement Award.” In 1996, with an increased awareness of the
11 dangers of pesticide use and synthetic fertilizers used in conventional cotton
12 growing, Patagonia began the exclusive use of organically grown cotton and has
13 continued that use for more than twenty years. It was a founding member of the
14 Fair Labor Association®, which is an independent multi-stakeholder verification and
15 training organization that audits apparel factories. Additionally, since 1985
16 Patagonia has pledged 1% of sales to environmental groups to preserve and restore
17 our natural environment, donating more than \$100 million to date. In 2002,
18 Patagonia’s founder, Yvon Chouinard, along with others, created a non-profit called
19 1% For the Planet® to encourage other businesses to do the same. Today, more
20 than 1,200 member companies have donated more than \$150 million to more than
21 3,300 nonprofits through 1% For the Planet. In 2012, Patagonia became one of
22 California’s first registered Benefit Corporations, ensuring Patagonia could codify
23 into its corporate charter consideration of its workers, community, and the
24 environment. In 2016, Patagonia pledged to donate all revenue from sales on Black
25 Friday, donating \$10 million to environmental grantees in response to customers’
26 purchases on that day. In 2018, Patagonia pledged an additional \$10 million in
27 grants to environmental groups in response to recent tax cuts given to businesses.
28 Over the course of two weeks in December 2019, Patagonia matched another \$10

million in donations to environmental and other grassroots organizations.

Patagonia's Trademarks

16. Patagonia owns numerous registrations for its distinctive P-6 logo and PATAGONIA trademark, covering a wide-ranging assortment of products. Among these are the following U.S. trademark registrations:

| Trademark | Reg. No. / Reg. Date | Goods | Date of First Use |
|---|-----------------------------|--|-------------------------|
| PATAGONIA | 1189402 / Feb. 9, 1982 | Men's and Women's Clothing-Namely, Sweaters, Rugby Shirts, Walking Shorts, Trousers, Jackets, Mittens, Hoods and Rainwear | 08/1974 |
|  | 1294523 / Sept. 11, 1984 | Men's, Women's and Children's Clothing-Namely, Jackets, Pants, Vests, Gloves, Pullovers, Cardigans, Socks, Sweaters, Underwear, Shirts, Shorts, Skirts and Belts | 08/1974- 1981 |
|  | 1547469 / July 11, 1989 | Men's, Women's and Children's Clothing- Namely, Jackets, Pants, Shirts, Sweaters, Vests, Skirts, Underwear Tops and Bottoms, Socks, Gloves, Mittens, Hats, Face Masks, Balaclava, Gaiters, Suspenders, and Belts | 08/1974- 1981 |
|  | 1775623 / June 8, 1993 | Luggage back packs, and all-purpose sports bags | 08/1988 |
| PATAGONIA | 1811334 / Dec. 14, 1993 | Luggage, back packs, fanny packs and all-purpose sport bags, footwear, ski bags and ski gloves | 08/1990 |
| PATAGONIA | 2260188 / July 13, 1999 | Computerized on-line ordering activities in the field of clothing and accessories; | 10/1995 |

| Trademark | Reg. No. / Reg. Date | Goods | Date of First Use |
|----------------------|-----------------------------|---|-------------------------|
| | | Providing information in the field of technical clothing and accessories for use in recreational, sporting and leisure activities; providing information in the field of existing and evolving environmental issues | |
| PATAGONIA.COM | 2392685 / Oct. 10, 2000 | On-line retail store and mail order services featuring technical clothing, footwear, and accessories; Computer services in the nature of on-line information related to the environment and clothing | 10/1995 |
| PATAGONIA | 2662619 / Dec. 17, 2002 | Retail store services featuring clothing, footwear, luggage and a wide variety of sporting goods and accessories | 06/1986 |
| PATAGONIA | 5491401 / June 12, 2018 | Reusable bottles sold empty; insulated containers for food or beverage for domestic use; cups, mugs and growlers | 09/2014 |
| PATAGONIA | 5561006 / Sept. 11, 2018 | Stickers; paper banners; fiction and non-fiction books on a variety of topics; posters; non-magnetically encoded gift cards; photographs | 12/1991 |

These registrations for the PATAGONIA mark and logos are in full force and effect. The registrations have become incontestable under 15 U.S.C. § 1065. A color image of the P-6 logo follows:



1 Collectively, these marks, Patagonia's other registered trademarks, and its common
2 law marks are referred to as the "PATAGONIA trademarks." Patagonia also owns a
3 registered copyright (Registration No. VA 1-801-788) for the P-6 logo.

4 17. The PATAGONIA trademarks are distinctive, arbitrary and fanciful,
5 entitled to the broadest scope of protection, and certain of the PATAGONIA
6 trademarks are registered worldwide.

7 18. For many years prior to the events giving rise to this Complaint and
8 continuing to the present, Patagonia annually has spent enormous amounts of time,
9 money, and effort advertising and promoting the products on which its PATAGONIA
10 trademarks are used. PATAGONIA brand products are advertised in a variety of
11 contexts and media, including in print and on the Internet. In addition to advertising
12 by Patagonia, the PATAGONIA trademarks are also advertised and promoted and
13 presented at point of sale by numerous retailers. Consumers, accordingly, are
14 exposed to the PATAGONIA trademarks in a wide range of shopping and post-sale
15 contexts.

16 19. Patagonia has sold its PATAGONIA brand products all over the world,
17 including throughout the United States and California. Through its promotion and
18 investment in its brand and extensive sales, publicity, awards, and leadership in
19 sustainable sourcing practices, Patagonia has acquired enormous goodwill in its
20 PATAGONIA trademarks. The PATAGONIA trademarks are famous within the
21 meaning of the Trademark Dilution Revision Act, enjoy strong consumer
22 recognition, and are recognized around the world and throughout the United States
23 by consumers as signifying high quality products made by a responsible company.

24 **Defendants' Infringement of Patagonia's Rights**

25 20. In blatant disregard of Patagonia's rights in the PATAGONIA
26 trademarks—and without authorization from Patagonia—Defendants have
27 promoted, offered for sale, and sold products, including T shirts, hoodies,
28 sweatshirts, and pillows, bearing counterfeit reproductions of the PATAGONIA

1 trademarks. These designs and logos, and the products bearing them, are referred to
2 as “Defendants’ Designs.”

3 21. The Defendants’ Designs are identical to the P-6 logo artwork and the
4 registered P-6 logo trademark. Defendants’ products bearing the Defendants’
5 Designs are identical to and compete directly with goods sold by Patagonia,
6 including, shirts, hoodies, and sweatshirts.

7 22. Defendants’ use of the Defendants’ Designs has caused or will cause a
8 likelihood of confusion among consumers regarding the source of Defendants’
9 products, and whether Patagonia has sponsored, licensed, authorized, or is somehow
10 affiliated with the Defendants’ or each of them.

11 23. Defendants began using the Defendants’ Designs long after the
12 PATAGONIA trademarks became famous. The Defendants’ Designs have caused
13 or are likely to cause dilution of Patagonia’s famous and distinctive marks by
14 diminishing their distinctiveness and singular association with Patagonia. Patagonia
15 has no alternative but to protect its goodwill and famous trademark by obtaining an
16 injunction against Defendants’ further use of the derivative trademark and designs.

17 24. Patagonia is informed and believes that Defendants have marketed and
18 sold substantial quantities of products bearing the Defendants’ Designs and have
19 profited and continue to profit from such sales. On information and belief,
20 Defendants also have worked with third party sellers to produce, market, and sell
21 substantial quantities of products bearing Defendants’ Designs. To the extent such
22 cooperation has occurred between Defendants and third party sellers, Defendants
23 have been involved in both the production and sale of such products and are liable
24 for damage caused to Patagonia and its brand. There is no doubt that Defendants’
25 conduct has been willful, as Defendants adopted counterfeit imitations of the
26 PATAGONIA trademarks as their own branding.

27 25. In addition to causing Patagonia to lose sales of its genuine
28 PATAGONIA products, incur legal fees, and suffer other monetary losses,

Defendants' actions have caused and will cause Patagonia irreparable harm for which money damages and other remedies are inadequate. Unless Defendants are restrained by this Court, Defendants will continue expanding their illegal activities and otherwise continue to cause irreparable damage and injury to Patagonia by, among other things:

- a. Depriving Patagonia of its statutory rights to use and control use of its trademark;
- b. Creating a likelihood of confusion, mistake, and deception among consumers and the trade as to the source of the infringing products;
- c. Causing the public falsely to associate Patagonia with Defendants and/or their products, or vice versa;
- d. Causing the public falsely to believe Patagonia has collaborated with Defendants, entered a co-branding relationship with Defendants, or is otherwise associated with Defendants and/or their products, or vice versa;
- e. Causing incalculable and irreparable damage to Patagonia's goodwill and diluting the capacity of its famous PATAGONIA trademarks to differentiate its products from those of its competitors; and
- f. Causing incalculable and irreparable damage to Patagonia's licensing and collaboration programs, and to Patagonia's ability to control its brand partnerships and to associate itself with entities who are specifically aligned to Patagonia's company mission.

26. In addition to other relief, accordingly, Patagonia is entitled to injunctive relief against Defendants.

FIRST CLAIM

FEDERAL TRADEMARK INFRINGEMENT AND COUNTERFEITING

(15 U.S.C. §§ 1114-1117)

27. Patagonia realleges and incorporates by reference each of the allegations contained in paragraphs 1 through 26 of this Complaint.

35. Patagonia is entitled to injunctive relief pursuant to 15 U.S.C. § 1116(a) that requires Defendants to stop use of the Defendants' Designs, and any other mark or design similar to the PATAGONIA trademarks.

THIRD CLAIM

FEDERAL DILUTION OF FAMOUS MARK

(Trademark Dilution Revision Act of 2006, 15 U.S.C. § 1125(c))

36. Patagonia realleges and incorporates by reference each of the allegations contained in paragraphs 1 through 35 of this Complaint.

37. Patagonia's PATAGONIA trademarks (including the P-6 logo) are distinctive and famous within the meaning of the Trademark Dilution Revision Act of 2006, 15 U.S.C. § 1125(c), and were famous prior to Defendants' adoption of the copycat Defendants' Designs.

38. Defendants' conduct is likely to cause dilution of Patagonia's PATAGONIA trademark by diminishing its distinctiveness in violation of the Trademark Dilution Revision Act of 2006, 15 U.S.C. § 1125(c).

39. As a direct and proximate result of Defendants' conduct, Patagonia is entitled to recover up to treble the amount of Defendants' unlawful profits and Patagonia's damages, and an award of attorney's fees under 15 U.S.C. §§ 1116(a), 1117(a), and 1125(c).

40. Patagonia is entitled to injunctive relief pursuant to 15 U.S.C. §§ 1116(a) and 1125(c) that requires Defendants to stop use of the Defendants' Designs, and any other mark or design similar to the PATAGONIA trademarks.

FOURTH CLAIM

FEDERAL COPYRIGHT INFRINGEMENT

(17 U.S.C. §§ 101, *et seq.*, and 17 U.S.C. §§ 501, *et seq.*)

41. Patagonia realleges and incorporates by reference each of the allegations contained in paragraphs 1 through 40 of this Complaint.

///

1 49. Defendants are using a design that infringes upon Patagonia's
2 PATAGONIA trademarks without the consent of Patagonia and in connection with
3 the sale, offering for sale, distribution, or advertising of its products bearing the
4 Defendants' Designs.

5 50. Defendants' infringement of Patagonia's PATAGONIA trademarks is
6 likely to cause confusion, mistake, and deception as to the source of the origin of
7 Defendants' offerings.

8 51. Defendants use the infringing Defendants' Designs to enhance the
9 commercial value of their offerings.

10 52. Defendants' acts violate Patagonia's trademark rights under California
11 Business & Professions Code §§14245 *et seq.*

12 53. Defendants' conduct as alleged in this Complaint also constitutes
13 "unlawful, unfair or fraudulent business act[s] or practice[s] and unfair, deceptive,
14 untrue or misleading advertising" within the meaning of California Business &
15 Professions Code §§ 17200 *et seq.*

16 54. Patagonia is entitled to monetary damages and injunctive relief
17 prohibiting Defendants from using the Defendants' Designs, or any other mark or
18 design that is likely to be confused with the PATAGONIA trademarks.

19 55. Without injunctive relief, Patagonia has no means by which to control
20 the continuing injury to its reputation and goodwill or that of its PATAGONIA
21 trademarks. Patagonia has been and will continue to be irreparably harmed. No
22 amount of money damages can adequately compensate Patagonia if it loses the
23 ability to control its marks.

24 56. Because Defendants' actions have been committed willfully,
25 maliciously, and intentionally, Patagonia is entitled to treble the amount of
26 Defendants' unlawful profits and Patagonia's damages under California Business &
27 Professions Code § 14250.

28 ///

SIXTH CLAIM

TRADEMARK DILUTION UNDER CALIFORNIA LAW

(Cal. Bus. & Prof. Code § 14247)

57. Patagonia realleges and incorporates by reference each of the allegations contained in paragraphs 1 through 56 of this Complaint.

58. Patagonia owns valid and protectable rights in its PATAGONIA trademarks (including the P-6 logo).

59. The PATAGONIA trademarks—registered marks in the state of California—are distinctive and famous within the meaning of the California Model State Trademark Law, Cal. Bus. & Prof. Code § 14247, in that it is a household brand in California, and were famous prior to Defendants’ adoption of the Defendants’ Designs.

60. Defendants’ acts are likely to dilute the distinctive quality of the PATAGONIA trademarks. Defendants’ acts therefore constitute trademark dilution under California Business & Professions Code § 14247, the analogous statutes of other states, and under California common law.

61. Patagonia is entitled to monetary damages and injunctive relief prohibiting Defendants from using the Defendants’ Designs, and any other mark or design similar to the PATAGONIA trademarks. Without injunctive relief, Patagonia has no means by which to control the continuing dilution of the PATAGONIA trademarks. Patagonia has been and will continue to be irreparably harmed. No amount of money damages can adequately compensate Patagonia for such harm.

62. Because Defendants’ actions have been committed willfully, maliciously, and intentionally, Patagonia is entitled to treble the amount of Defendants’ unlawful profits and Patagonia’s damages under California Business & Professions Code § 14250.

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SEVENTH CLAIM

TRADEMARK INFRINGEMENT UNDER CALIFORNIA COMMON LAW

63. Patagonia realleges and incorporates by reference each of the allegations contained in paragraphs 1 through 62 of this Complaint.

64. Patagonia owns valid and protectable rights in its PATAGONIA trademarks at common law.

65. Defendants' conduct is likely to cause confusion, to cause mistake, or to deceive as to the source of goods offered by Defendants, or as to affiliation, connection, association, sponsorship, or approval of such goods and services, and constitutes infringement of Patagonia's PATAGONIA trademarks at common law.

66. Defendants infringed Patagonia's PATAGONIA trademarks with knowledge and intent to cause confusion, mistake, or deception.

67. Defendants' conduct is aggravated by that kind of willfulness, wantonness, malice, and conscious indifference to the rights and welfare of Patagonia for which California law allows the imposition of exemplary damages.

68. As a direct and proximate result of Defendants' activities, Patagonia has suffered substantial damage.

69. Unless restrained and enjoined, the conduct of Defendants will further impair the value of the PATAGONIA trademarks and Patagonia's business reputation and goodwill. Patagonia has no adequate remedy at law.

70. Patagonia is entitled to monetary damages and injunctive relief prohibiting Defendants from using the Defendants' Designs, and any other mark or design similar to the PATAGONIA trademarks.

71. Without injunctive relief, Patagonia has no means by which to control the continuing injury to its reputation and goodwill or that of its PATAGONIA trademarks. Patagonia has been and will continue to be irreparably harmed. No amount of money damages can adequately compensate Patagonia if it loses the ability to control its marks.

72. Because Defendants' actions have been committed willfully, maliciously, and intentionally, Patagonia is entitled to recover reasonable attorneys' fees and compensatory and punitive damages.

PRAYER FOR JUDGMENT

WHEREFORE, Patagonia prays that this Court grant it the following relief:

1. Adjudge that Defendants have infringed the PATAGONIA trademarks in violation of Patagonia's rights under 15 U.S.C. § 1114;

2. Adjudge that Defendants have infringed the PATAGONIA trademarks in violation of California statutory law;

3. Adjudge that Defendants have infringed Patagonia's common law rights in the PATAGONIA trademarks;

4. Adjudge that Defendants have competed unfairly with Patagonia and falsely designated the origin of their products in violation of Patagonia's rights under 15 U.S.C. § 1125(a);

5. Adjudge that Defendants have competed unfairly with Patagonia in violation of California statutory law;

6. Adjudge that Defendants' activities are likely to dilute Patagonia's famous PATAGONIA trademarks in violation of Patagonia's rights under 15 U.S.C. § 1125(c) and/or California law;

7. Adjudge that Defendants have infringed Patagonia's copyright rights in its P-6 design;

8. Adjudge that Defendants and their agents, employees, attorneys, successors, assigns, affiliates, and joint venturers, and any person(s) in active concert or participation with it, and/or any person(s) acting for, with, by, through or under it, be enjoined and restrained at first during the pendency of this action and thereafter permanently from:

a. Manufacturing, producing, sourcing, importing, selling, offering for sale, distributing, advertising, or promoting any goods or services that display

1 any words or symbols that so resemble the PATAGONIA trademarks as to be likely
2 to cause confusion, mistake, or deception, on or in connection with any product that
3 is not authorized by or for Patagonia, including, without limitation, any product or
4 service that bears the Defendants' Designs, or any other approximation of
5 Patagonia's trademarks;

6 b. Using any word, term, name, symbol, device, or combination
7 that causes or is likely to cause confusion, mistake, or deception as to the affiliation
8 or association of Defendants or their products with Patagonia, or as to the origin of
9 Defendants' goods, or any false designation of origin, false or misleading
10 description or representation of fact, or any false or misleading advertising, or likely
11 dilution of the PATAGONIA trademark;

12 c. Further infringing the rights of Patagonia in and to its
13 PATAGONIA trademarks, or otherwise damaging Patagonia's goodwill or business
14 reputation;

15 d. Further diluting the famous PATAGONIA trademarks;

16 e. Otherwise competing unfairly with Patagonia in any manner;

17 f. Further infringing Patagonia's copyright rights in its P-6 logo
18 design, including by reproducing, distributing, or displaying such logo or any other
19 logo or design that is substantially similar to the P-6 logo; and

20 g. Continuing to perform in any manner whatsoever any of the
21 other acts complained of in this Complaint;

22 9. Adjudge that Defendants must screen any submissions by third parties
23 to their print-on-demand platforms to affirmatively remove or prevent listings by
24 others for products that bear designs that so resemble the PATAGONIA trademarks
25 as to be likely to cause confusion, mistake, or deception, on or in connection with
26 any product that is not authorized by or for Patagonia (including Defendants'
27 Designs).

28 ///

1 10. Adjudge that Defendants be required immediately to deliver to
2 Patagonia's counsel their entire inventory of infringing products, including without
3 limitation, patches and any other products, packaging, labeling, advertising and
4 promotional material, and all plates, patterns, molds, matrices, files, data, and other
5 material for producing or printing such items, that are in their possession or subject
6 to their control and that infringe Patagonia's trademarks as alleged in this
7 Complaint;

8 11. Adjudge that Defendants, within thirty (30) days after service of the
9 Court's judgment, be required to file with this Court and serve upon Patagonia's
10 counsel a written report under oath setting forth in detail the manner in which they
11 have complied with the judgment;

12 12. Adjudge that Patagonia recover from Defendants its damages and lost
13 profits, and Defendants' profits in an amount to be proven at trial;

14 13. Adjudge that Defendants be required to account for any profits that are
15 attributable to their illegal acts, and that Patagonia be awarded (1) Defendants'
16 profits and (2) all damages sustained by Patagonia, under 15 U.S.C. § 1117, plus
17 prejudgment interest;

18 14. Adjudge that the amounts awarded to Patagonia pursuant to 15 U.S.C.
19 § 1117 shall be trebled;

20 15. Adjudge that Patagonia recover from Defendants its damages based on
21 Defendants' copyright infringement, or statutory damages at Patagonia's election;

22 16. Order an accounting of and impose a constructive trust on all of
23 Defendants' funds and assets that arise out of its infringing, dilutive activities;

24 17. Adjudge that Patagonia be awarded its costs and disbursements
25 incurred in connection with this action, including Patagonia's reasonable attorneys'
26 fees and investigative expenses; and

27 18. Adjudge that all such other relief be awarded to Patagonia as this Court
28 deems just and proper.

1 DATED: October 12, 2022

Respectfully submitted,

2 VERSO LAW GROUP LLP

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4 By: /s/Gregory S. Gilchrist

5 GREGORY S. GILCHRIST
6 AMY SHAHAN PARIGI
7 RYAN BRICKER
8 PAYMANEH PARHAMI

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10 Attorneys for Plaintiff
11 PATAGONIA, INC.
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DEMAND FOR JURY TRIAL

Patagonia, Inc. demands that this action be tried to a jury.

DATED: October 12, 2022

Respectfully submitted,

VERSO LAW GROUP LLP

By: /s/Gregory S. Gilchrist

GREGORY S. GILCHRIST

Attorneys for Plaintiff
PATAGONIA, INC.